

I hereby certify that the attached document is a true copy  
of the original.

Dated this 9<sup>th</sup> day of Nov. 1972.

Robert C. Oates  
Notary Public

(NOTARIAL SEAL)

My commission expires Aug. 1975

6794

RECORDATION NO. \_\_\_\_\_ FILED & RECORDED

NOV 14 1972 - 8 45 AM

STATE COMMERCE COMMISSION

FIRST SUPPLEMENT TO LEASE DATED AUGUST 31, 1971  
BETWEEN  
CHICAGO FREIGHT CAR LEASING CO.  
AND  
DETROIT, TOLEDO & Ironton RAILROAD COMPANY

\*\*\*\*\*  
THE UNDERSIGNED PARTIES mutually agree with each other effective on and after the date hereof, as follows:

The foregoing lease now applying to fifty (50) railway covered hopper cars shall hereinafter also apply to fifty (50) railway covered hopper cars of 100 ton and 4750 cubic foot capacity initialed DT&I and numbered 10225 thru 10274 inclusive. Said additional fifty covered hopper cars shall be subject in every respect to every term and condition in said foregoing lease except as otherwise provided as follows:

1. Said additional fifty (50) covered hopper cars shall be new and Lessee shall make inspection and acceptance of each of cars at Car Builder's works located at Butler, Pennsylvania. Delivery is scheduled for no later than November 15, 1972.

2. The rental rate for said additional fifty (50) cars shall be \$225 per car per calendar month. The pro rata rate during the delivery period shall be \$7.37 per car per day.

3. The initial term of the lease for these additional fifty (50) cars shall be five (5) years after the average in-service date of all cars delivered.

Nothing herein contained shall be construed to change or affect said lease in any particular as to the terms and conditions pertaining to the fifty (50) cars previously covered, and this supplement shall affect and concern only the said additional fifty (50) cars.

Dated this 27th day of September 1972.

CHICAGO FREIGHT CAR LEASING CO.

ATTEST:

Louis O. Slom  
Secretary

By Robert M. Lasser  
President

DETROIT, TOLEDO & Ironton RAILROAD COMPANY

ATTEST

R. C. Courtney  
R. C. Courtney, Vice President-Finance

By Charles L. Towle  
Charles L. Towle, President

CHICAGO FREIGHT CAR LEASING CO.  
and  
DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY  
LEASE OF FIFTY RAILWAY COVERED HOPPER CARS

THIS AGREEMENT, made and entered into this *31<sup>st</sup>* day of *August*, 1971, by and between CHICAGO FREIGHT CAR LEASING CO., a corporation of Delaware, hereinafter called "Car Company", as Lessor, and DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY, a corporation of Delaware, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Car Company is willing to lease fifty (50) railway covered hopper cars of 4500 cubic foot capacity, initialed CRDX and numbered 4850 through 4874 inclusive, and DT&I 10200 through 10224, and Lessee is desirous of leasing said cars.

NOW THEREFORE, in consideration of the premises and of the covenants, promises and undertakings of the parties hereto, as hereinafter contained, it is agreed as follows:

1. Car Company agrees to deliver to the Lessee's lines in lots as cars are completed, the above listed railway covered hopper cars. Lessor agrees to deliver all cars no later than March 1, 1972. Car Company guarantees that the cars shall meet current Association of American Railroads interchange rules. Lessee shall make inspection and acceptance of each of cars at Car Company's works located at Chicago, Illinois.
2. Lessee covenants and agrees to pay rent to the Car Company for the use of each of said leased cars during the term of this lease, at the rate of \$195 per car per month, beginning on the date cars are delivered to Lessee's lines, until actual return of cars at termination of lease. During the delivery period of the cars, payment shall be due on the fifteenth day of each month for the preceeding month, at the rate of \$6.29 per car per day. Thereafter payment shall be due on the first day of each month for the same month.
3. Car Company shall be entitled to collect all mileage earned by the cars except on Lessee's road and shall credit to the account of the Lessee, such mileage collected. Each twelve (12) month period from the effective date as shown below in this agreement, shall be a mileage accounting period and earnings from all cars covered by this lease shall be averaged over this period in determining whether cars earned monthly rental. Mileage credits to the rental account shall be limited to the extent of the aggregate rental charges paid hereunder for any mileage accounting period.
4. Subject to provisions of this lease, Lessee shall have exclusive use and control of the cars during the term of this lease and any term or extension thereof. The rental rate stipulated above is

subject to adjustment each year on the anniversary of the effective date of the contract. It shall be increased or decreased 15¢ per car per month for each one cent (1¢) per hour increase or decrease in the AAR labor rate for freight car operations, Rule 75, Item 4450 presently specified in the Code of Rules governing condition of and repairs to freight and passenger cars for interchange of traffic as issued by the Association of American Railroads.

5. The Car Company shall be responsible for maintaining the car at its own expense, with the exception of the following items:

- (a) The Lessee shall be responsible if the cars are damaged due to carrying corrosive materials, spilling of damaging materials on the cars, or the carrying of any material or performing of any act which would damage the car or any part of it.
- (b) If Lessee requires car painted in any manner other than the standard gray with Lessee's name in standard size black stencils, Car Company may charge for the extra cost of work. Lessee will then be responsible for all painting maintenance thereafter.

The Lessee at its Option is authorized to perform minor repairs essential for the operation of the car in interchange service. Said minor repairs shall be for the account of and at the expense of the Lessor. Charges for said repairs shall be at the standard rates as periodically issued by the Association of American Railroads. Repair and maintenance other than as stated above shall be accomplished at Lessor's shops. Lessee agrees to deliver cars to the Chicago Switching District when in need of maintenance or repairs without cost to the Car Company and to accept delivery at that point when repairs have been completed. Rentals shall be waived, on cars returned for maintenance, from the time car(s) are received in Car Company's shop until car(s) are released from said shops.

6. In the event any car covered by the lease is destroyed or damaged, in the opinion of the Car Company, beyond economical repair, Car Company shall be compensated by the responsible party for the loss of the car in accordance with applicable Association of American Railroads Rules. Rental for any such car destroyed or damaged shall cease effective with date of destruction or damage. Car Company, at its option, may or may not replace such destroyed or damaged car with a car of comparable type, size and capacity.
7. This lease shall become effective as of the date hereof, and unless otherwise terminated by any other provision hereof, shall continue in full force and effect for five years after the average in-service date of all cars delivered and thereafter for additional successive extension periods of twelve (12) months unless either party shall terminate the lease by giving the other party not less than ninety (90) days and not more than one hundred fifty (150) days notice in writing prior to termination date, of its intention to terminate the lease.

8. Lessor shall not be liable for any loss of, or damage to, commodities or property or any part thereof, loaded or shipped in said leased cars, however such loss or damage may be caused or result. Lessor shall not be liable for any loss or damage arising through injury to or death of persons or damage to any other property, however such loss or damage may be caused or result. Lessee assumes responsibility for and agrees to indemnify Lessor against, and save it harmless, from any such loss or damage or claim therefrom or judgments arising thereout.
9. Upon termination of this lease in accordance with provisions hereof, or upon failure of Lessee to cure the breach of any condition or covenant herein by it within thirty (30) days after written notice thereof by Car Company to Lessee, Lessee shall deliver said leased cars, free and clear of any and all transportation charges to the Car Company at Chicago, Illinois. If Lessee shall fail or refuse to deliver said cars as aforesaid, Car Company shall have the right, without further notice or demand, and in addition to and without constituting a waiver of, any other remedy, claim or right hereunder or at law, to terminate this lease and to take possession of said cars wherever found and remove them at Lessee's expense and for such purpose only, Lessee authorizes Car Company to enter any premises occupied by Lessee.
10. This lease and the terms, provisions, and covenants herein, contained shall extend to and be binding upon and inure to the benefit, of the respective successors and assigns of the respective parties hereto. Cars shall not be sublet however, without written authority of the Car Company.

IN WITNESS WHEREOF, Car Company and Lessee respectively, each pursuant to the corporate authority, have caused these presents to be executed and their respective corporate seals to be hereunto affixed duly attested, as of the day and year first above written.

Attest:

CHICAGO FREIGHT CAR LEASING CO.

Louis O. Sloan  
Secretary

By Robert M. Sloan  
President

Attest:

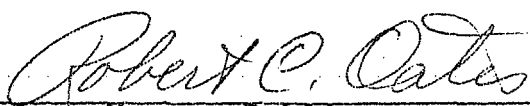
DETROIT, TOLEDO AND IRONTON RAILROAD COMPANY

W. W. Miller  
Secretary

By C. J. Tarkenton  
President

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 31st day of August, 1971, before me personally appeared ROBERT M. SASSER, to me personally known, who being by me duly sworn, says that he is President of the CHICAGO FREIGHT CAR LEASING CO., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

(NOTARIAL SEAL)

My Commission expires 8/22/75

STATE OF MICHIGAN )  
 ) SS  
COUNTY OF WAYNE )

On this 10th day of September 1971, before me personally appeared C. L. TOWLE, to me personally known, who being by me duly sworn, says that he is President of the DETROIT, TOLEDO & IRONTON RAILROAD COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

(NOTARIAL SEAL)

My Commission expires April 3, 1976